

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION**

**BARBARA J. KEMP
and TIJUANNA HALL**

PLAINTIFFS

VS.

NO. 3:15CV499-CWR-LRA

TOWER LOAN OF MISSISSIPPI, LLC

DEFENDANT

AGREED STIPULATION AND CONFIDENTIALITY ORDER

The Parties to the above-captioned lawsuit (the "Action") STIPULATE AND AGREE, through their respective counsel, to the following Agreed Confidentiality Order, and the Court hereby finds and orders:

1. This Order shall govern all documents, deposition testimony or other discovery produced by any party and marked or designated as "Confidential" in this action. Any party may designate documents, deposition testimony or other discovery as "Confidential" by so marking it, or by separate correspondence identifying the matter as "Confidential" under the terms of this Order. In agreeing to this Order, the parties do not endorse the propriety of any designation of Confidential and reserve all rights to challenge any such designation by motion, in accordance with the Rules of Civil Procedure and the terms of this Order. In the event any opposing party contests the

designation of a document or information as confidential, then the parties shall first confer in good faith to resolve the matter, and in the event no resolution is reached the Court will decide the matter.

2. Confidential documents, deposition testimony or other discovery shall be used solely for the purpose of this action, shall not be used for any other matter, action or other business, competitive, or other purpose, and shall not be disclosed to any other person or third party other than:

- a. Counsel for the Parties in the above-styled action, including employees of such counsel supervised and controlled by counsel, to the extent necessary to render professional services in the above-entitled action;
- b. The Parties in the above-styled action;
- c. The court and persons employed by the Court working on this litigation;
- d. Court reporters at any proceedings in this action;
- e. Experts expected to testify at trial retained or consulted by the Parties, but only as set out below; and
- f. Deponents, trial witnesses, and potential deposition witnesses, but only as set in the paragraph below.

3. Prior to making such disclosure of any confidential documents pursuant to the paragraph hereinabove, counsel making such disclosure shall inform any person to whom disclosure is being made that the documents, deposition testimony or other discovery or any portions thereof, may be used only for the purpose contemplated by this Order.

Additionally, a copy of this Order shall be presented to each person to whom disclosure of confidential documents is permitted, who shall be specifically advised by counsel that this Order applies to and is binding upon such individual. Such individual shall sign this order acknowledging agreement and compliance. All confidential material filed of record shall be placed under seal, and/or restricted access in accordance with the practices and rules of the Court, including but not limited to Local Uniform Civil Rule 79.

4. Upon written request by any party within ninety (90) days of the conclusion of this matter as to all parties, including any and all appeals, each confidential document, and all excerpts or summaries thereof created by the Parties to this action, shall be returned to counsel for the producing party except that no attorney is required to return any attorney work product derived from any confidential document. Such work product shall be retained by the attorney creating it and maintained in a confidential manner until appropriately destroyed.

5. Nothing in this Order shall prevent a party from use of its own proprietary, confidential documents for any purpose.

6. The inadvertent or unintentional disclosure of any confidential information shall not be construed to be a waiver, in whole or part, of a claim of confidentiality, either as to the specific confidential information disclosed or as to other related information.

7. Before seeking relief from the Court due to an alleged violation of this Order, the Party or entity seeking relief shall attempt to resolve the matter by agreement with the other party.

8. The terms of this Order are subject to modification, extension, or limitation as may be hereinafter agreed to in writing by all Parties, or by order of the Court, for good cause shown, upon motion and hearing with due time to respond.

9. The Parties agree this Agreement may be executed in counterparts and be as effective as if executed simultaneously.

SO ORDERED this 13th day of November, 2015.

/s/ Linda R. Anderson
UNITED STATES MAGISTRATE JUDGE

STIPULATED AND AGREED:

BY: /s/ Tara L. Goodwin
TARA L. GOODWIN
Attorney for the Plaintiffs

BY: /s/ Michael O. Gwin
MICHAEL O. GWIN
Attorney for the Defendant